

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. ACQUISITION NO.		SPAN NO.	
2. CONTRACT NO. NRC-34-05-303	3. AWARD/EFFECTIVE DATE 09-30-2005	4. ORDER NO.	5. MODIFICATION NO.
6. SOLICITATION NO. OCM-08-303		8. SOLICITATION/DUE DATE April 20, 2005	
7. FOR SOLICITATION INFORMATION CALL:		9. NAME SHARLENE MCCUBBIN	10. TELEPHONE NO. (NO CARRIER CHRG) 301-415-6565
11. OFFER DUE DATE/LOCAL TIME			

11. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Sharlene McCubbin Mail Stop T-7-I-2 Washington, DC 20555	CODE 3100	12. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SERVICE DISABLED VETERAN OWNED SMALL BUSINESS <input type="checkbox"/> (S) (M) (V) (W) (X) (Y) (Z)
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11. DELIVERY FOR FOM DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13. THIS CONTRACT IS A RATED ORDER UNDER DPAS (A-CFR 700)	14. RATING N/A
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12. DELIVER TO U.S. Nuclear Regulatory Commission Division of Contracts ATTN: Sharlene McCubbin Mail Stop T-7-I-2 Washington DC 20555	CODE	14. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Washington, DC 20555	CODE 3100
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17A. CONTRACTOR/OFFEROR CODE	FACILITY CODE	18. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: NRC-34-05-303 Washington DC 20555	CODE 3100
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<input type="checkbox"/> 17B CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 17C SUBMIT INVOICE TO ADDRESS SHOWN IN BLOCK 18 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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18. ITEM NO.	20. SEE CONTINUATION PAGE SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	The purpose of this contract is to purchase electronic clip service for one year with 3 option years in accordance with the Statement of Work in Section 2, page 9-1.				
2	Base Period (10/01/2005 - 04/30/2006) Electronic News Clip Service for NRC				\$84,562.06
3	Option Year 1 (04/30/2006 - 04/29/2007) Electronic News Clip Service for NRC				\$145,000.00
4	Option Year 2 (04/30/2007 - 04/29/2008) Electronic News Clip Service for NRC				\$152,250.00
5	Option Year 3 (04/30/2008 - 04/30/2009) Electronic News Clip Service for NRC				\$159,862.00
The amount obligated for this contract is \$84,563.00. The ceiling amount of the basic award is \$84,563.00. The project officer for this contract is Eliot Brenner. Phone Number is (301) 415-8200.					
(Use Reverse Side for Additional Details as Necessary)					
<b>SUBTOTAL</b>					<b>\$543,674.06</b>

25. ACCOUNTING AND APPROPRIATION DATA 312X0200 BKR: 57H15511370 BOC: 252A JCR: M7194 OBLIGATED: \$84,563.00	26. TOTAL AWARD AMOUNT (FOR DOM. USE ONLY) \$84,563.00
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<input type="checkbox"/> 27A SOLICITATION INCORPORATES BY REFERENCE FAR 25.119-1, 25.112-4, FAR 25.113-5 AND 25.113-6 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED
<input checked="" type="checkbox"/> 27B CONTRACT/PURCHASE ORDER INCORPORATED BY REFERENCE FAR 25.112-4, FAR 25.119-4 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE	<input checked="" type="checkbox"/> ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS RECEIVED HEREIN.	29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ <input type="checkbox"/> 30. INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ADOPTED AS TO ITS TERMS.
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30A. SIGNATURE OF OFFERING CONTRACTOR <i>Erik M. Gulligle</i>	31A. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER <i>Eliot Brenner</i>
30B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) ERIK M. GULLIGLE UP BUSINESS OPERATIONS	31B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Eliot J. Wiggins
30C. DATE SIGNED 9-30-05	31C. DATE SIGNED 9/30/05

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**SECTION B - CONTINUATION BLOCK****STATEMENT OF WORK**

Title: Electronic Clip Service For NRC

The Nuclear Regulatory Commission seeks an automated, electronic news retrieval service to create a daily set of news clippings to be made available to all NRC employees through a link on the NRC Intranet. The service must be compatible with Microsoft Internet Explorer version 6. It is the objective to provide each of the roughly 3,000 employees with a thorough and timely compilation of news stories, sorted by category, affecting their professional lives.

The categories include: nuclear reactor operations; nuclear plant security; radiation; nuclear non-proliferation; nuclear material uses in industry and medicine; nuclear waste; uranium mining; nuclear fuel processing facilities; and nuclear safety and nuclear power. These clips should cover these issues in domestic newspapers, and in the major publications abroad.

Domestic coverage should include wire services including Dow Jones, major daily newspapers including the Wall Street Journal and as many as possible on the appended list, weekly news magazines and, if possible, available broadcast transcripts. International coverage should include, but not be limited to: The Economist, The Financial Times, the Times of London, the International Herald Tribune, English-language dailies in India and Pakistan, China and Japan. Wire service coverage abroad should include AFP, Reuters, Xinhua, Kyodo, Canadian Press, and DPA. The product should also include scientific source material applicable to the nuclear subject area searchable by agency employees.

The product should be delivered to the NRC Office of Public Affairs by electronic mail for redistribution no later than 7:00 a.m., or provided to a portal accessible by NRC staffers through a link to the NRC intranet. The product should be sorted by categories where practical.

The NRC would like interested bidders to consider submitting proposals for three levels of service:

- 1: A basic listing of links to nuclear-related stories with the above searching criteria, without archives. The NRC would require the ability to add story links to this listing before its distribution agency wide.
- 2: A product, sorted by topic, with a link to each story, a description of the contents or the first paragraph of the story, along with the name of the publication and author. This product should be archived for a minimum of 90 days and archives must be searchable by the NRC. The NRC would require the ability to add story links to this listing before its distribution agency wide.
- 3: A total turnkey operation, including searches for smaller newspapers such as those in Brattleboro,(Reformer) Vt., Rutland,(Herald) Vt., etc. These are included in the attached listing.

If possible, service levels two and three should offer each user the option of a customized set of news clips delivered by e-mail, enabling various elements of the NRC to tailor the service to receive only those news clips/stories and updates of those stories that are applicable to them only. The service should, if possible, offer the ability for receiving updates of the stories throughout the course of the day.

At all three levels, there should be an option of opening and reading selected clips on screen, as well as printing selected clips.

**Audience:** The clips will be distributed electronically to the NRC's approximately 3,000 employees.

**Period of Performance:** The NRC would let a contract for an initial 7-month period with three option years.

#### Section 508 Accessibility

All Electronic and Information Technology (E/T), as defined at FAR 2.101, supplied under this contract, must conform to the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology Accessibility Standards (36 CFR Part 1194). The applicable standards are available at:

<http://www.access-board.gov/sec508/guide/index.htm>.

The following standards have been determined to be applicable to this contract:

1194.21 Software applications and operating systems 1194.22 Web-based intranet and internet information and applications 1194.23 Telecommunications products 1194.24 Video and multimedia products 1194.25 Self contained, closed products 1194.26 Desktop and portable computers

Consistent with Section 508 FAQ E.4, agencies should consider drafting solicitations in a way that they may accept a product or service that partially meets the applicable technical provisions if no product is available that meets all applicable technical provisions; they should also indicate that products that provide equivalent facilitation will be considered along with those that meet the applicable specific technical standards of the Access Board standards. The following is from Section 508 FAQ E.4's "strawman" language (the title is ours):

**SECTION C - CONTRACT CLAUSES**

**C.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

**C.2 ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--  
COMMERCIAL ITEMS**

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

**C.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004

**C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO  
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL  
ITEMS (JUL 2005)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2)52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I (MAR 1999) of 52.219-5.

(iii) Alternate II (JUNE 2003) of 52.219-5.

(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-6.

(iii) Alternate II (MAR 2004) of 52.219-6.

(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

(8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (OCT 2001) of 52.219-9.

(iii) Alternate II (OCT 2001) of 52.219-9.

(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUL 2005) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (JUNE 2003) of 52.219-23.

(iii) Alternate II (OCT 1998) of 52.219-23.

(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- [X] (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)
- [X] (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUN 2004) (E.O. 13126).
- [X] (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- [X] (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- [X] (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- [X] (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- [X] (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- (24)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JAN 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- (ii) Alternate I (JAN 2004) of 52.225-3.
- (iii) Alternate II (JAN 2004) of 52.225-3.
- (25) 52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- [X] (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

(32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

(33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

(34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.



(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

#### **C.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years and 7 months.

#### **C.6 SEAT BELTS**

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

**C.7 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS**

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)